



AllOne Health Resources, Inc. User Agreement - Terms of Use

This website is owned and operated on behalf of AllOne Health Resources, Inc., and its subsidiaries and affiliates (“AOH”). It is provided by AOH for education and information on our products and services and permit our customers and users (“Users”) to become familiar with our occupational health and employee assistance programs and many services.

In use of this website, your use constitutes that you have read and accept the terms and conditions of use herein, including the accompanying Privacy Policy which is incorporated into these terms and conditions in its entirety. If you do not agree with AOH’s terms and conditions, please immediately discontinue any and all use of this website. In your continued use of this website, you should check from time to time for updates on the User Agreement and Privacy Policy. AOH reserves the right to modify these terms and conditions at any time.

You understand that AOH, in its sole discretion, may modify or discontinue this website, with or without notice, or may prevent your use of this website with or without notice to you. You agree that AOH will have no liability to you if this website is discontinued for any reason. You also agree that AOH will not be liable for any modification of this website.

AOH makes no representation that this website or its content is available for use outside the United States of America in all countries. Using this site from territories where it is illegal to do so is prohibited. Such is done at your own risk and you are responsible for compliance with all local laws.

Usage Restrictions

Without AOH’s express consent, you agree that you will not: (a) link to this website; (b) use any automated means to collect any information from the website, including without limitation robots, spiders or scripts; or (c) frame the website, place pop-up windows over its pages or otherwise affect the display of its pages. Further, you agree not to attempt to: (a) derive the source or object code; (b) access the accounts of others or attempt to penetrate security measures; or (c) use this website for unauthorized or unsolicited advertising or junk email.

Acceptance of Terms

AOH provides access to and use of this website subject to all applicable laws and regulations and the terms and conditions set forth herein. If you do not accept each of the terms and conditions contained without limitation, please do not use or download this website.

In certain areas of the website, you may be given the ability to provide us with personally identifiable information. Please read AOH’s Privacy Policy for information on our collection and use practices. AOH reserves the right to use third-party service providers in connection with AOH’s programs and services. By accessing or using AOH’s programs and services, you consent to AOH’s sharing your information with any such third party service providers as necessary to run and administer our programs and services.

Intellectual Property Ownership

The content of this website, including, without limitation, the text, images, information, trademarks, trade dress, data and other materials or elements found on this website (collectively the “Content”) is the property of AOH and its Licensors, and is protected by the copyrights, trademarks, trade dress, patents and/or other proprietary rights of AOH or its Licensors, with all rights reserved. The Content may not be used except as expressly permitted by these terms and conditions of use or by the express written consent of AOH. No right, title, license or interest in any downloaded content is transferred to you as a result of any such downloading or copying. Any unauthorized



use, copying, alteration or display of the content found on this website is strictly prohibited. AOH does not warrant or represent that your use of the Content on the website will not infringe the rights of third parties. You are advised that AOH will aggressively enforce its intellectual property rights to the fullest extent of law.

Use of Images

Images of people or places displayed on this website are either the property of or used with permission by AOH. The use of these images by you is prohibited. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, or other laws and statutes.

Disclaimer of Warranties and Limitations of Damages

AOH uses electronic and operational safeguards intended to limit the risk of unauthorized access to any information provided, including personally identifiable information. However, no data transmission over the internet can be guaranteed to be totally secure. While AOH uses commercially reasonable efforts to protect confidential and personally identifiable information, AOH cannot and does not warrant or guaranty the security of any such information transmitted to or received by AOH in these circumstances. As described in these terms and conditions, AOH may provide links to external web sites for the convenience of the Users and AOH has no control over the security or privacy practices of linked websites. If User has questions regarding a website's practices, please review the policies that are applicable to such website.

AOH uses reasonable efforts to be accurate and up to date with information on this website. Nevertheless, AOH makes no representations or warranties as to accuracy of the information. AOH makes no representations about the reliability of this website or the Content and disclaims all liability in the event of any mistakes herein or service failure. AOH has not reviewed sites that may be linked to this site and is not responsible for the content or information contained in any pages in off-site material. Viewing all other sites is at your own risk. The inclusion of any link does not imply endorsement by AOH.

Your use of this website is at your own risk. This website is provided on an "as is" basis and on an "as available" basis. To the fullest extent permissible by applicable law, AOH, its officers, directors, employees, agents, successors and assigns, disclaims all implied warranties, including but not limited to, implied warranties of merchantability and fitness for a particular purpose.

Without limiting the foregoing, AOH disclaims any representation or warranty of any kind, express or implied: (i) as to the operation of this website, or the information, content, materials, services or products included on or available through the website; (ii) that the website will be uninterrupted or error-free; (iii) as to the accuracy, reliability of any information, content, services or products on this website; and (iv) that the website, its servers or email on behalf of AOH, are free of viruses or other harmful components.

The user understands and acknowledges that the operation of this website may be interfered with based on numerous factors outside the control of AOH.

Under no circumstances shall AOH be liable for any damages that result from the use of or inability to use this website, including but not limited to reliance by a user on any information obtained from this website or that results from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation of transmission, or any failure of performance, whether or not resulting from communications failure, theft, destruction or unauthorized access to AOH's programs or services. You hereby acknowledge that this paragraph shall apply to all content, merchandise and services available through this website. Further, AOH shall not be liable for any indirect, incidental, special or consequential damages arising from the use of this website or the purchase of any product or services hereon, even if you advise AOH of the possibility of such damages.



Infringement Claims

AOH investigates notices of alleged infringement and takes appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c) ("DMCA"). AOH designated agent to receive notifications of claimed copyright infringement is:

By Mail: Corey D. O'Brien, Esq., Compliance Officer
AllOne Health Resources, Inc.
100 North Pennsylvania Avenue
Wilkes-Barre PA 18701

Your notice of claimed infringement must include the identification of the copyrighted work claimed to have been infringed, the material that is claimed to be infringing and that is to be removed from our website, as well as information reasonably sufficient to permit us to contact the copyright owner. You must also include a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner or its agent, and a statement that you are authorized to act on behalf of the copyright owner. See 17 U.S.C. 512(c)(3) for the requirements of valid notice and the notifiers potential liability.

Purchases

When you submit requests through this website, you are asked for certain information. You may check AOH's Privacy Policy on this website for further information on the collection and use of information by AOH. You are responsible for any use of this website by anyone using your identifiable information. If for any reason you suspect that your identifying information has been compromised on this website, you should contact AOH immediately.

Indemnification

You agree to defend, indemnify, release and hold harmless AOH, including but not limited to, its officers, directors, members, shareholders, employees, licensors, agents, licensees, contractors, attorneys, subsidiaries, and affiliates from all liabilities, claims, losses, expenses, and damages, including attorney's fees and costs, arising out of or in connection with your submissions or misuse of this website or its content or breach of this Agreement. AOH reserves the right to assume the defense and control of any matter otherwise subject to indemnification by you, in which event, you will cooperate with AOH in asserting any available defenses, and you shall not, in any event, settle any matter without the written consent of AOH.

Dispute Resolution

You and AOH agree to give up any rights to litigate claims in a court or before a jury, or to participate in a class action, or representative action, with respect to a claim. Other rights that you would have, if you went to court, such as access to discovery, also may be unavailable or limited in arbitration.

Any claim or dispute between you and AOH and their respective officers, directors, employee, agents or contractors, arising from or relating to the website, will be resolved by binding arbitration before a sole arbitrator in Philadelphia, Pennsylvania, administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, as supplemented by AAA Supplementary Procedures for Consumer-Related Disputes.

Prior to initiating any arbitration, you must first present any claim or dispute to AOH by contacting AOH's Customer Relations to allow for an opportunity to resolve the dispute. You or AOH may initiate arbitration if your claim or dispute cannot be resolved within 60 days.



All administrative fees and expenses of arbitration will be divided equally between you and AOH during the course of the arbitration. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration.

An arbitrator may not award damages aside from the prevailing party's actual damages, and may not award punitive damages, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. Any arbitration will be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If one or more provisions of this arbitration clause is deemed to be illegal or unenforceable, the remainder of this arbitration clause shall be unaffected and shall continue to be fully valid, binding, and enforceable. However, if arbitration is found unavailable for any reason, and legal action is taken relating to this User Agreement, you agree to file such action either in the Court of Common Pleas of Luzerne County, Pennsylvania, or the United States District Court for the Middle District of Pennsylvania (Wilkes-Barre), and in no other venue, and you consent and submit to the personal jurisdiction of those courts for the purposes of litigation and such action. All disputes will be governed by the laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws. By agreeing to the arbitration of disputes as set forth herein, you agree that you are waiving your right to a jury trial and limiting your right to appeal and you understand that you are waiving your rights to maintain other available resolution processes, such as a court action.

Miscellaneous

The AOH website is not intended for use by anyone under the age of 18. By accessing, using, registering for, or apply to any AOH site or services, you represent and warrant that you are 18 years of age or older. If you are not at least 18 years of age, do not use, access, register for any AOH site or service. We reserve the right to terminate your access of and/or registration for any AOH site or service in the event that we become aware that you are not at least 18 years of age.

AOH may change the terms of use of this User Agreement at any time, with or without notice. AOH will post the revised terms on its website. As permitted by applicable law, any such changes will become affective at the time AOH posts the revised terms.

If any provision of these terms is decreed to be illegal or unenforceable, the remainder of these terms shall be unaffected and shall continue to be fully valid, binding and enforceable. Failure of AOH to exercise or enforce any right or provision of these terms will not constitute a waiver of such right or provision in that or any other instance.

AOH may suspend or terminate any program, product or service or terminate or limited your access and use of this website at any time without notice or liability. Any obligation or liability you incur to AOH prior to such termination will survive the termination.

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. There are no third-party beneficiaries under this Agreement.

You agree that this Agreement and all agreements and information incorporated herein may be assigned, transferred, or novated by AOH, in its sole discretion, to a third party without notice to you.

These terms constitute a binding agreement between you and AOH, and are accepted by you upon use of the website. These terms constitute the entire Agreement between you and AOH regarding use of the website. By



using the website, you represent that you are capable of entering into a binding agreement, and that you agree to be bound by these Terms.

©2021-2026 AllOne Health Resources, Inc. All rights reserved.